

REMARKS

1. Applicant thanks the Examiner for pointing out the allowable subject matter of 16-28 and 48-49.

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2. It should be appreciated that Applicant has elected to amend Claims 1 and 16 solely for the purpose of expediting the patent application process in a manner consistent with the PTO's Patent Business Goals, 65 Fed. Reg. 54603 (9/8/00). In making such amendments, Applicant has not and does not in any way narrow the scope of protection to which Applicant considers the invention herein to be entitled. Rather, Applicant reserves Applicant's right to pursue such protection at a later point in time and merely seeks to pursue protection for the subject matter presented in this submission.

3. The Examiner rejects Applicant's argument that Chou's encryption process is different from the subject matter of claim 7: "wherein said first object, said second object and said usage authorization information are macro-compressed and micro-compressed. . . ." The Examiner stated that they are the same because encryption has the same effect as compression. Thus, the Examiner's reasoning is that a compression algorithm encrypts and that an encryption algorithm compresses, which is incorrect. It is notoriously well known that the effect of an encryption algorithm is conversion of the object to be encrypted to a cipher and that the effect of a compression algorithm is a reduction of file size. Additionally, the usual side effect of encryption is a substantial increase in file size. As such, the Examiner's position that encryption and compression are the same is completely baseless, and therefore without merit.

4. Rejecting Applicant's argument that reliance on Chernow is improper, the Examiner states, "Applicant's argument that Chernow does not disclose confirming the agreement with the vendor being accomplished by way of a notifier that is provided as part of a software package is not persuasive because it is not a claimed limitation." The Examiner misstates Applicant's argument. Applicant actually stated "Even if reliance in Chernow were proper,

there is no teaching in Chernow of a notifier that is provided as part of a software package," which is indeed a feature described in Claim 1 at line 14. Chernow describes, at col. 6, line 1 to line 17, an interactive program, located on the seller's computer, that displays menus on the user's computer, to
5 permit a user to choose a category and, optionally, a sub-category to be explored, and displays lists of programs available. The interactive program also provides the user with pricing options for a program chosen. That is the only teaching in Chernow that resembles a notifier. Thus, there is no teaching in Chernow of a notifier that is part of a software package acquired by the
10 user. A claim is anticipated only if each and every element of the claim is found . . . described in a single prior art reference. In addition, the elements must be arranged as required by the claim. MPEP § 2131. Here, as above, the Examiner has pointed to no teaching from any of Hurley, Chou, Chernow and Drake of:

15 "acquiring a software package, said software package comprising:
 a first object, said first object a full-featured version of at least one software product, wherein said user is denied access to said first object;
 a second object, said second object a further version of said software product having some, but less than all, of the features of said first object;
20 an access and control portion, said access and control portion affording selective access to any of said first and second objects, wherein said access and control portion includes usage authorization information; and
25 a notifier;
 installing said software package on said buyer's computer system;
 accessing said second object, access to said second object being unrestricted; and
30 evaluating said second object whereby said user assesses whether said software product meets said user's requirements."

Accordingly, the rejection of Claim 1 under 35 U.S.C. 102(e) is deemed to be improper. Nevertheless, to distinguish the claimed invention from the prior art more thoroughly, Applicant amends claim 1 to describe:

- 5 "acquiring a software package, said software package comprising:
a first object, said first object a full-featured version of at least
one software product, wherein said user is denied access to said first
object;
a second object, said second object a further version of said
10 software product having some, but less than all, of the features of said
first object;
an access and control portion, said access and control portion
affording selective access to any of said first and second objects,
wherein said access and control portion includes usage authorization
15 information; and
a notifier providing information required by said user for
purchasing rights to said software product and enabling entry of
transaction information required for said purchase of said rights;
installing said software package on said buyer's computer system;
20 accessing said second object, access to said second object being
unrestricted; and
evaluating said second object whereby said user assesses whether
said software product meets said user's requirements . . ."

25 The rejection of claim 1 is therefore deemed overcome.

Even without considering the individual merits of claims 1-49, these
claims are patentable over Hurley because they depend from claim 1, which is
patentable over Hurley as discussed in detail above.

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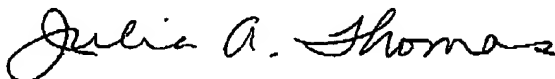
CONCLUSION

For the foregoing reasons, the claims in the present application are patentably
distinguished over the cited reference. Accordingly, all claims should be

allowed without delay. Should the Examiner have any questions related to the application, he is urged to contact applicant's attorney at (650) 474-8400.

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Respectfully submitted,



Julia A. Thomas

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Reg. No. 52,283

Customer No. 22,862

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